

STATE OF MONTANA TERM CONTRACT

DEPARTMENT OF ADMINISTRATION
PURCHASING BUREAU
165 MITCHELL BUILDING
HELENA MT 59620-0135
PHONE: (406) 444-2575 FAX: (406) 444-2529

T.C. #445-K

CARPET & INSTALLATION

This is an exclusive contract

CONTRACT PERIOD	FROM	JANUARY 1, 1998	CONTRACT YEAR	NEW (X)
	TO	DECEMBER 31, 1998		RENEW ()
VENDOR ADDRESS	FINSTAD FLOORING 212 N RODNEY HELENA MT 59601		ORDER ADDRESS	
ATTN:	JOHN FINSTAD		ATTN:	
PHONE:	(406) 442-5501		PHONE:	
FAX:	(406) 442-5505		FAX:	

PRICES ➤ PER ATTACHED
DELIVERY ➤ 30 DAYS ARO
F.O.B. ➤ DESTINATION
TERMS ➤ NET 30 DAYS

REMARKS:

KAREN KUSTER, Contracts Officer

AUTHORIZED SIGNATURE/DATE

STATE OF MONTANA - TERM CONTRACT
Standard Terms and Conditions

The following standard terms apply unless specifically stated otherwise within the term contract.

REFERENCE TO CONTRACT

The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract. Furnish all invoices in triplicate.

SHIPPING

Goods shall be shipped prepaid, F.O.B. Destination. In the event the terms specify F.O.B. Shipping Point, shipping charges will be prepaid and itemized as a separate line item on invoicing. Such shipments shall be via the least expensive way. The State reserves the right to refuse any C.O.D. delivery.

PAYMENT TERM

All payment terms will be computed from the date of delivery of goods OR receipt of a properly executed invoice, whichever is later. The State is allowed 30 days to pay such invoices.

TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

HAZARDOUS CHEMICAL INFORMATION

The contractor shall provide one set of the appropriate material safety data sheets and container label upon delivery of a hazardous chemical to the user agency. All safety data sheets and labels will be in accordance with the OSHA "Hazard Communication Rule", 29 CFR 1910 and 50-78-101 through 50-78-402 MCA.

VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

NON-DISCRIMINATION

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Please provide as much advance notice as possible for requests.

The contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age

Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. All hiring for goods and services purchased by this contract must be on the basis of merit and qualifications; there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

HOLD HARMLESS/INDEMNIFICATION

The contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the contractors negligence.

ACCESS AND RETENTION OF RECORDS

The contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine if the contract has been complied with. The contractor agrees to create and retain records supporting the services rendered (or goods delivered) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or third party.

CONFORMANCE WITH INVITATION FOR BID/PROPOSAL

No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of the order as established by quotation from the contractor, shall be granted without prior written consent of the Purchasing Bureau. Goods delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the contractor's expense.

State agencies will place orders directly with the contractor during regular working hours. Orders may be placed by phone and will be confirmed with a written memo or purchase order. The agency will reference the term contract number on all purchase orders or correspondence pertaining to the contract.

Revised 02/98

CARPET & INSTALLATION

1.0 SCOPE

- 1.1 Provide labor, equipment, and/or materials to install or deliver as required, carpeting for State agencies in Helena, Montana ONLY.
- 1.2 Contract period **from January 1, 1998 through December 31, 1998.**
- 1.3 Contractor and the State of Montana, Purchasing Bureau, agree that this contract may, upon mutual agreement and according to the terms of the existing contract, be extended in one year intervals for a period not to exceed two additional years. This extension is dependent upon legislative appropriations and in no case may this contract run longer than a three year period. Prices to remain firm for entire contract period.

The contract may be terminated immediately by the State for cause, including nonappropriation of funds, breach or non-performance of a contract term.

- 1.4 Maximum project yardage is 400 yards. Project requests exceeding this figure will be competitively bid.

2.0 MATERIAL SPECIFICATIONS

2.1 Brand Name

Brand names and model numbers indicate quality and/or use desired. Materials or goods other than those specified must be preapproved by General Services.

2.2 Substitutions

No substitutions were proposed.

2.3 Carpet Type One General office, hall and stairway.

MOHAWK "New Emissary", BIGELOW "Regents Row" or equal.

Type:	Velvet woven through back.
Pitch:	216, (two (2) heddle).
Rows Per Inch:	7.5
Wire Size:	.255
Face Yarn:	One hundred percent (100%) Antron III, nylon with permanent static protection for life of carpet.
Yarn Ply:	Four (4) ply yarn dyed in the singles.
Yarn Weight:	34.5 ounces per square yard.

Backing Materials:

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Warp:	Polyester.
Stuffer:	Hyten polyester.
Filling:	Fiberglass or equal.
	Woven polypropylene.
Total Weight:	57 ounces per square yard.
Width:	12 feet
ASTM:	E84-75 Class B (75) rating or less.
Dye System:	All carpet shall be of the same dye lot for each project. Carpet shall not vary in color throughout the total project.
Color:	Color shall be selected after award of bid from a minimum of 12 color choices.

2.4 Carpet Type Two Capitol Building, general office, hall and stairway.

LEE's commercial "Best Regards III", PHILADELPHIA "UpTempo", MOHAWK "Barrister" or equal.

Type:	Tufted.
Gauge:	1/8"
Rows per Inch:	9.4
Pile Height:	1/4"
Surface Yarn:	One hundred percent (100%) Anso IV H. P. Nylon.
Yarn Pile:	Two (2) ply continuous heat set.
Yarn Weight:	30 ounces per square yard.
Total Weight:	63.8 ounces per square yard.
Primary Back:	Synthetic.
Secondary Back:	Synthetic.
Width:	12 feet
Flammability:	Flooring Radiant Panel Test. NFP 253, ASTM-E648 exceeds (0.45) Watts per CM squared - passes DOC-FF-1-70.
Smoke Density:	NBS Smoke Density Chamber NFPA-258, less than 450.
Dye System:	All carpet shall be of the same dye lot for each project. Carpet shall not vary in color throughout the total project.
Color:	PRIOR APPROVAL REQUIRED.

2.5 Carpet Type Three General Office, hall and stairway.

Wellco Forum III, J&J Assertion II or equal.

Construction:	Tufted Level Loop
Pile:	100 % Camalon Solution Dyed Continuous filament nylon with antimicrobial processing permanent static control Scotchd R 6 ply.
Dye Method:	Solution Dyed

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Face Weight: 28 oz. per square yard
Stitches per inch: 9.5
Gauge: 1/8"
Finished Pile Height: 3/16 inch
Primary Backing: 100% Polypropylene
Secondary Backing: 30 oz. Hawk.Loc TM
Width: 12 feet
ASTM: E84-75 Class B (75) Rating or less
Dye System: All carpet shall be of the same dye lot for each project. Carpet shall not vary in color throughout the total project.
Color: Color shall be selected after award of bid from a minimum of twelve (12) varied color choices.

2.6 Pad

"Karalox" or "G.F.I." Heavy Traffic or equal. Flat sponge rubber cushion, 1/4" thick, 50 ounces minimum. **Documentation must be submitted with bid for verification of actual pad weight.** Shipping labels will be inspected by the State before cartons are opened.

2.7 Tack Strip

ROBERTS or AIM - C (Wood) or C (Concrete), or equal.

2.8 Edge Metal

ROBERTS or FUTURA HOME PRODUCTS #40H12, or equal, in Hammered Gold Anodized Aluminum.

2.9 Base Color

BURKE or ROPPE RUBBER CORP., or equal, to match adjacent base; standard heights are 2-1/2", 4", and 6". Preformed 90° corners (outside) will be used. Color will be selected following carpet selection.

2.10 Supplier shall be responsible for **all** miscellaneous supplies and accessories, including but not limited to thread, glues and tapes.

3.0 **PREPARATION SPECIFICATIONS**

3.1 The supplier must utilize the APPROVED seaming diagram issued by the State agency.

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- 3.2 The supplier will prepare the area for installation by performing such tasks as removing existing carpet and doors. Doors shall be removed by experienced personnel in a manner to prevent damage and replaced in designated areas. Base will be set aside for reinstallation by the supplier if requested.
- 3.3 The State is responsible for trimming doors if so required. Furniture removal and replacement shall be the responsibility of the agency. If agency and contractor agree, Contractor will remove and replace furniture at the additional charge of \$50.00/hour/worker.
- 3.4 The supplier will be responsible for proper preparation of the floor by filling cracks and depressions with latex underlayment, smoothing rough areas and cementing or fastening loose pieces. Supplier shall assure that the floor is firm, dry at the proper temperature, level and broom clean.
- 3.5 The supplier will prepare the floor by eliminating any substances such as, but not limited to wax, dust, paints, oils, and moisture that may cause an adherence problem with the adhesive.
- 3.6 The supplier will bring to the attention of the State any existing conditions which may adversely affect the installation.

4.0 INSTALLATION SPECIFICATIONS

- 4.1 Workmanship must be in strict accordance with the current accepted standard practices of the trade. All installation work will be accomplished by workers skilled in their trade and by a shop with experience in this type of work.

References may be requested. Installation work to be supervised by an experienced carpet supplier/contractor skilled in the trade, a copy of all plans and specifications will be maintained at the job site.

- 4.2 Materials will be delivered to building in original shipping containers. Labels or tags will not be removed until inspected and approved by the State. Contractor will protect finished surfaces from damage during storage, handling and installation.
- 4.3 Furnish and install all carpet and accessories in areas as indicated on plans. Carpet shall extend into door openings and be installed in continuous lengths.

Seams shall be located as shown on APPROVED seaming diagrams unless prior approval is received.

Seams shall be accomplished according to manufacturer's specifications and/or accepted methods of the trade for that specific type of carpet.

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Seams on stairs shall be located at rear joint of riser and tread. Seams must be tight and secure with no separation.

4.4 All carpet edges will be neatly trimmed for a close, tight and secure fit at boundaries, walls, pillars, and doors. Suitable metal molding strips will be installed according to the manufacturer's written instructions to protect the carpet edge at all interfaces with other flooring.

4.5 Special Conditions-Direct Glue Down Method, Carpet Types 1 & 3

There shall be full floor area coverage of adhesive which shall be applied per the manufacturer's printed instructions. The adhesive shall be the type specifically recommended for the floor surface and carpet backing. Accepted methods, such as rolling, shall be used to assure complete contact of the carpet with the adhesive. Contractor will be required to correct or reinstall, at no additional cost, projects with bubbles, wrinkles, or similar imperfections or if carpet stretching has caused the carpet to creep back and open seams or pull away from the wall at a later date.

4.6 Special Conditions - Strip and Pad Method, Carpet Type 2

All carpet shall be installed with tack strips in accordance with manufacturer's recommendations. Tack strips shall be continuous at all edges of carpet.

New pad shall be installed as per manufacturer's specifications. All seams shall be taped securely. Pad seams shall not align with carpet seams.

All carpet shall be power stretched and free of bubbles, wrinkles or similar imperfections.

4.7 The new rubber cove base will be installed, trimmed and finished as required to complete the project in a professional manner with a proper adhesive used according to the manufacturer's specifications.

4.8 Contractor adequately protect the work, adjacent property and the public in all phases of the work. The supplier will be responsible for all damages or injury due to his action or neglect.

4.9 Supplier will maintain access to all phases of contract permitting inspection by the Owner or his representative. All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.

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Supplier will respond within 24 hours after notice of observed defects has been given and he shall proceed to immediately remedy these defects. Should the supplier fail to respond and remedy the defects, the State will have this work corrected at the expense of the supplier.

4.10 Clean-Up

The supplier will keep the premises free from debris and accumulation of waste, vacuuming the carpet installation at the end of each day. Construction smears and stains will be removed from all finished surfaces.

Contractor will remove all surplus materials, tools and construction equipment, bundle all carpet remnants with project information noted for retention in a designated area for future State use. Premises must left in a clean condition, ready for occupancy. The carpet will be vacuumed by the contractor after completion of installation.

4.11 Liquidated Damages

The State of Montana reserves the right to assess liquidated damages in the amount of one half of one percent ($\frac{1}{2}$ of 1%) per calendar work day on the amount of contract price for failure to comply with the conditions of award indicated in the bid. This sum may be deducted from supplier payment for failure to deliver/perform when specified. No premium will be awarded to the supplier for delivery/performance in advance of the specified time.

5.0 **WARRANTY**

Supplier will furnish certificates for the following:

- a) contractor's installation guarantee of one year minimum for each project;
- b) static protection warranty for the life of the carpet;
- c) warranty against delamination, puckering, snags, tears and general deterioration of backing for two years minimum;
- d) manufacturer's minimum one year guarantee for the carpet and pad;
- e) certificates of fire resistance of all materials; and
- f) manufacturer's printed maintenance manual for the carpeting.

All certificates and manuals must be received by the State of Montana issuing agency before final payment will be issued.

6.0 **GENERAL CONTRACT CONDITIONS**

6.1 All carpet purchases and project must prior approved by the Department of Administration, General Services Division. The State of Montana has no financial obligation for unauthorized projects.

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6.2 Contractor may not begin installation without an approved seaming diagram.

6.3 All State buildings are accessed by State employees and the general public. The contractor is required to make determine if any special problems that may occur due to its occupancy and take the necessary precautions to prevent any injury or loss.

All State agencies must continue "business-as-usual" to the greatest extent possible. Therefore, the carpeting must be delivered and installed in the shortest possible time frame. After hours installations may be requested.

6.4 Partial deliveries will not be accepted. Partial payments will not be made.

6.5 Access to Records

Payrolls and basic records pertaining to the project shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times. Accounting records shall be kept by the contractor a period of three years after completion and acceptance of the project by the Owner.

Per section 18-1-118, Montana Codes Annotated, the Contract holder must allow the legislative auditor and legislative fiscal analyst access to records to determine whether parties have complied with the terms of this contract. Refusal to allow access to these records will result in termination of the contract.

6.6 Insurance

a) Workers' Compensation/Independent Contractors Exemption

Contractors are required to maintain Workers' Compensation or an Independent Contractors Exemption covering the contractor and/or employees while performing work for the State of Montana in accordance with Section 39-71-120/401/405, MCA. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period.

b) Insurance Requirements (Receipt of)

The contractor shall maintain for the duration of the contract, at its cost, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability which may arise from work performed under this contract.

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This insurance shall cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or servants.

The contractor must provide a certificate for Commercial General Liability and Commercial Automobile Liability (Occurrence Coverage), to include bodily injury, personal injury and property damage with combined single limits of \$1,000,000 Per claim and \$2,000,000 Aggregate per year, from an insurer with a Best's Rating of no less than A-.

This certificate MUST name the State of Montana as an additional insured under the contractors' policy including the contractor's general supervision, products, premises and automobiles used.

A Certificate of Insurance, indicating compliance with the required coverages has been filed with the Purchasing Bureau.

6.7 Contract Performance Security

Contract performance security in the form of PLM in the amount of \$63,045.35 has been received by the Purchasing Bureau and will be returned to the contractor after successful completion of the contract. This security must remain in effect for the entire contract period, including any extensions.

6.8 Contract Cancellation

FOR CAUSE: Breach or non-performance of any contract term shall constitute cause upon which the State may immediately terminate the contract by written notice and collect the performance bond, if any, supplied by the Contractor.

A waiver by the State of any breach or non-performance of any term of this agreement shall not operate as a waiver of any subsequent breach or non-performance.

A performance bond supplied by the contractor shall constitute liquidated damages incurred by the State for the indeterminate expenses of substitute performance and rebidding of the contract.

WITHOUT CAUSE: Either party may terminate this contract after notifying the other party sixty (60) days in advance of the effective termination date. However, in the event that there exists previous performance deficiencies properly documented by the State as provided in other provisions of this contract, then, any notice of termination by contractor under this section shall not operate to exempt the performance bond from collection by the State.

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7.0 TERM CONTRACT REPORTING

Twice yearly, the contractor shall furnish to the State of Montana, Purchasing Bureau, reports of term contract usage.

Each report shall contain the agency name, project description, and total dollars expended. The first report shall be for the period January-June, and the second for July-December. Reported volumes and dollar totals may be checked by the Purchasing Bureau against state records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or removal of the supplier's name from the responsible bidders list.

8.0 PRICE SECTION

The yardage figures listed are an estimate only of expected contract usage, not a fixed purchasing obligation on the part of the State of Montana. Agency need will determine actual yardage requirements.

NOTE: Section 15-50-101 et. seq. of the Montana Code Annotated provides, on each public works project over \$5,000, that 1% of the gross receipts be remanded to the Department of Revenue.

A. CARPET TYPE ONE	ESTIMATED USAGE
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1. 360-10
Glue Down Method - Installed
Materials and labor for complete
glue down installation of carpet
type one (1). Include
all accessories, glue, etc.

2. 360-15
Remnant Only - No Installation
Material price for carpet remnant
(i.e. carpet not installed but
required for the total installation
by the seaming diagram.) Do not
include accessories for this bid
item.

PRICE PER SQUARE YARD, INSTALLED	\$22.95
	[1]

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NOTE: Remnants to become the property of the General Services Division if requested.

MATERIAL PRICE PER SQUARE YARD \$20.95
[2]

B. CARPET TYPE TWO

3. 360-10
Non-Glue Down Method-Installed
Materials and labor for complete
installation. Include all acces-
sories, pad, tapes, tack strip,
glues, thread, etc.

PRICE PER SQUARE YARD \$16.95
[3]

4. 360-10
Glue Down Method-Installed
Materials and labor for complete
glue down installation of Carpet
Type Two (2). Include all acces-
sories, glue, etc.

PRICE PER SQUARE YARD \$14.95
[4]

5. 360-15
Remnant Only-No Installation
Material price of carpet remnant
(i.e. carpet not installed but
required for the total installa-
tion by the seaming diagram.) Do
not include pad or accessories
for this bid item.

NOTE: Remnants to become the property of the General Services Division if requested.

MATERIAL PRICE PER SQUARE YARD \$11.45
[5]

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C. CARPET TYPE THREE

6. 360-10
Glue Down Method-Installed
Materials and labor for complete
glue down installation of Carpet
Type Three (3). Include all
accessories, glue, etc.
- TOTAL PRICE PER SQUARE YARD \$16.95
[6]
7. 360-15
Remnant Only-No Installation
Material price of carpet remnant
(i.e. carpet not installed but
required for the total installation
by the seaming diagram.) Do not
include pad or accessories for
this bid item.
- NOTE:** Remnants to become the property
of the General Services Division
if requested.
- MATERIAL PRICE PER SQUARE YARD \$14.45
[7]
- D. FLOOR PREPARATION CHARGES**
To include leveling as needed
8. 360-10
REMOVAL OF EXISTING GLUED
DOWN CARPET \$1.95
[8]
9. 360-10
REMOVAL OF EXISTING CARPET
AND PAD \$1.95
[9]
10. 360-10
REMOVAL OF EXISTING TILE FLOORS
PER SQUARE YARD \$6.00
[10]

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E. MISCELLANEOUS LABOR (Additional charges)

11. 360-10
Labor price for miscellaneous
labor such as carpeting stair
treads, patching large areas
of poor sub-flooring, etc. All
miscellaneous work must be approved
by the General Services Division
prior to the start of work. \$6.00
[11]

**F. RUBBER COVE BASE
MATERIALS AND INSTALLATION**

12. 360-07
TWO AND ONE-HALF INCH
(2-1/2") HEIGHT BASE
INSTALLED, PER FOOT \$1.35
[12]
13. 360-07
FOUR INCH (4") HEIGHT
BASE INSTALLED, PER FOOT \$1.50
[13]
14. 360-14) 360-07
SIX INCH (6") HEIGHT
BASE INSTALLED, PER FOOT \$1.75
[14]

F. EDGE METAL

15. 360-07
MATERIALS AND INSTALLATION
PER FOOT \$.75
[15]